

APPENDIX A

PG&E Indenture Language – No Premium On Acceleration

If an Event of Default shall have occurred and be continuing, then in every such case the Trustee . . . may declare the principal amount . . . of all Bonds then Outstanding to be due and payable immediately, by a notice in writing to the Company . . . , and upon such declaration such principal amount . . . together with premium, if any, and accrued interest, if any, thereon, shall become immediately due and payable; provided, however, that with respect to an Event of Default described in Section 9.01(d) or (e), ***the principal amount . . . of all Bonds then Outstanding shall be due and payable immediately*** without further action by the Trustee or Holders.

Ex. 1 § 9.02; Ex. 5 § 9.02; Ex. 6 § 9.02

Other Cases – Express Provision For Premium On Acceleration

Under the Note Agreement, petitioning for bankruptcy automatically renders the outstanding principal, any accrued interest, ***and the Make-Whole Amount “immediately due and payable.”***

In re Ultra Petroleum Corp., 943 F.3d 758, 761 (5th Cir. 2019)

The First Lien Indenture contains an acceleration provision in § 6.02 that makes “***all outstanding Notes . . . due and payable immediately***” if [the issuer] files a bankruptcy.

The Indenture for the Second Lien Notes [provides that] . . . if [the issuer] files a bankruptcy petition, “all principal of and ***premium, if any,*** interest . . . [,] and ***any other monetary obligations on the outstanding Notes shall be due and payable immediately.***”

In re Energy Future Holdings Corp., 842 F.3d 247, 251 (3d Cir. 2016)

If, following an Event of Default which occurs prior to [a date specified for redemption], payment of all or any part of the Debt is tendered by Borrower or otherwise recovered by Lender, such tender or recovery shall be deemed a voluntary prepayment by Borrower in violation of the prohibition against prepayment set forth in Section 2.3.1 and ***Borrower shall pay, in addition to the Debt, (i) an amount equal to the Yield Maintenance Default Premium.***

In re 1141 Realty Owner LLC, 598 B.R. 534, 538–39 (Bankr. S.D.N.Y. 2019)

The amount of the Prepayment Premium is calculated pursuant to a formula set forth in the promissory note and *is expressly due “in the event of acceleration of the Note at any time and subsequent involuntary or voluntary prepayment.”*

In re 433 S. Beverly Drive, 117 B.R. 563, 568–69 (Bankr. C.D. Calif. 1990)